

PART 1800—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Sec.

- 1800.1 Authority.
- 1800.2 Purpose.
- 1800.3 Applicability.
- 1800.4 Amendment.
- 1800.5 Publication.
- 1800.6 Deviations.

Subpart A—Acronyms and Definitions

- 1800.10 Acronyms.
- 1800.11 Definitions.

Subpart B—Pre-Federal Award Requirements and Contents of Federal Awards

- 1800.208 Certifications and representations.
- 1800.209 Pre-award costs.
- 1800.210 Information contained in a Federal award.

Subpart C—Post Federal Award Requirements

STANDARDS FOR FINANCIAL AND PROGRAM MANAGEMENT

- 1800.305 Payment.
- 1800.306 Cost sharing or matching.

PROPERTY STANDARDS

- 1800.312 Federally owned and exempt property.
- 1800.315 Intangible property.

REMEDIES FOR NONCOMPLIANCE

- 1800.339 Termination.
- 1800.400 Policy guide.

APPENDIX A TO PART 1800—CERTIFICATIONS, ASSURANCES, AND REPRESENTATIONS

APPENDIX B TO PART 1800—TERMS AND CONDITIONS

AUTHORITY: 51 U.S.C. 20113 (e), Pub. L. 97–258, 96 Stat. 1003 (31 U.S.C. 6301 *et seq.*), and 2 CFR part 200.

SOURCE: 80 FR 54701, Sept. 11, 2015, unless otherwise noted.

§ 1800.1 Authority.

The National Aeronautics and Space Administration (NASA) awards grants and cooperative agreements under the authority of 51 U.S.C. 20113 (e), the National Aeronautics and Space Act. This part 1800 is issued under the authority of 51 U.S.C. 20113 (e), Pub. L. 97–258, 96

Stat. 1003 (31 U.S.C. 6301 *et seq.*), and 2 CFR part 200.

§ 1800.2 Purpose.

This part adopts the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR part 200, as supplemented by this part, as the NASA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. It thereby gives regulatory effect for NASA to the OMB guidance as supplemented by this part.

§ 1800.3 Applicability.

(a) This part establishes policies and procedures for grants and cooperative agreements awarded by NASA to non-Federal entities, commercial firms (when cost sharing is not required), and foreign organizations as allowed by 2 CFR 200.101 Applicability. The policies and procedures that you must follow are those appearing in subparts A through F of 2 CFR part 200 and as supplemented by 2 CFR part 1800. For supplemental guidance, NASA has adopted section numbers that correspond to those in the OMB guidance in 2 CFR part 200.

(b) Throughout this part, the term “award” refers to both “grant” and “cooperative agreement” unless otherwise indicated.

(c) When commercial firms are required to provide cost sharing pursuant to 2 CFR 200.306, Cost Sharing, the regulations at 14 CFR part 1274 apply.

(d)(1) In general, research with foreign organizations will not be conducted through grants or cooperative agreements, but instead will be accomplished on a no-exchange-of-funds basis. In these cases, NASA enters into agreements undertaking projects of international scientific collaboration. NASA policy on performing research with foreign organizations on a no-exchange-of-funds basis is set forth at NASA FAR Supplement (NFS) 1835.016–70. In rare instances, NASA may enter into an international agreement under which funds will be transferred to a foreign recipient.

(2) Grants or cooperative agreements awarded to foreign organizations are made on an exceptional basis only. Awards require the prior approval of

§ 1800.4

the Headquarters Office of International and Interagency Relations and the Headquarters Office of the General Counsel. Requests to issue awards to foreign organizations are to be coordinated through the Office of Procurement, Program Operations Division.

§ 1800.4 Amendment.

This part will be amended by publication of changes in the FEDERAL REGISTER. Changes will be issued as final rules.

§ 1800.5 Publication.

The official site for accessing the NASA Grant and Cooperative Agreement Regulation, including notices, internal guidance, certifications, Grants and Cooperative Agreements Manual and other source information is on the internet at https://prod.nais.nasa.gov/pub/pub_library/srba.

§ 1800.6 Deviations.

(a) A deviation is required for any of the following—

(1) When a prescribed term or condition set forth verbatim in this Part 1800 is modified or omitted.

(2) When a term or condition is set forth in this Part, but not for use verbatim, and the Center substitutes a term or condition which is inconsistent with the intent, principle, and substance of the term or condition.

(3) When a form prescribed by this Part is altered or another form is used in its place.

(4) When limitations, imposed by this regulation upon the use of an award term or condition, form, procedure, or any other award action, are changed.

(5) When a form is created for recipient use that constitutes a “Collection of Information” within the meaning of the Paperwork Reduction Act (44 U.S.C. 35) and its implementation in 5 CFR part 1320.

(b) Requests for authority to deviate from this part shall be submitted, by appropriate NASA staff, to the Office of Procurement, NASA Headquarters, Program Operations Division. Requests, signed by the procurement officer, shall contain the following—

(1) A full description of the deviation, the circumstances in which it will be

2 CFR Ch. XVIII (1–1–16 Edition)

used, and identification of the requirement from which a deviation is sought;

(2) The rationale for the request, pertinent background information, and the intended effect of the deviation;

(3) The name of the recipient, identification of the award affected, and the dollar value;

(4) A statement as to whether the deviation has been requested previously, and, if so, details of that request; and

(5) A copy of legal counsel’s concurrence or comments.

(c) Where it is necessary to obtain an exception from 2 CFR part 200, the Program Operations Division will process all necessary documents. (See 2 CFR 200.102.)

Subpart A—Acronyms and Definitions

§ 1800.10 Acronyms.

The following acronyms are a supplement to the acronyms set forth at 2 CFR 200.0

ACH Automated Clearing House
AO Announcement of Opportunity
CAN Cooperative Agreement Notice
CFR Code of Federal Regulations
CNSI Classified National Security Information
EPA Environmental Protection Agency
HBCU Historically Black Colleges and Universities
LEP Limited English Proficiency
MI Minority Institutions
MYA Multiple Year Award
NASA National Aeronautics and Space Administration
NFS NASA FAR Supplement
NPR NASA Procedural Requirements
NRA NASA Research Announcement
NSSC NASA Shared Services Center
OMB Office of Management and Budget
ONR Office of Naval Research
RPPR Research Performance Progress Report
STIP NASA Scientific and Technical Information Program

§ 1800.11 Definitions.

(a) The following definitions are a supplement to the subpart A definitions set forth at 2 CFR 200.2 through 200.99.

Administrative Grant Officer means a Federal employee delegated responsibility for award administration; *e.g.*, a NASA Grant Officer who has retained award administration responsibilities,

or an Office of Naval Research (ONR) Grant Officer delegated award administration by a NASA Grant Officer.

Commercial firm means any corporation, trust or other organization which is organized primarily for profit.

Effective date means the date work can begin. This date is the beginning of the period of performance and can be earlier or later than the date of signature on a basic award. Expenditures made prior to the effective date are incurred at the recipient's risk.

Grant Officer means a Federal employee responsible for the signing of the grant award documents.

Historically Black Colleges and Universities (HBCUs) means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2 and listed therein.

Minority Institutions (MIs) means an institution of higher education whose enrollment of a single minority or a combination of minorities (minority meaning American Indian, Alaskan Native, Black (not of Hispanic origin), Hispanic (including persons of Mexican, Puerto Rican, Cuban, and Central or South American origin), Pacific Islander or other ethnic group under-represented in science and engineering.) exceeds 50 percent of the total enrollment.

NASA Technical Officer means the NASA official responsible for the programmatic, scientific, and/or technical aspects of assigned applications and awards.

Original signature means an authorized signature as follows. If the system (such as NSPIRS) used to submit required documents allows for electronic signatures, then the submission of the documents, by the authorized representative of the organization serves as the required original signature. If, however, a paper copy submission is required, all documents submitted shall be appropriately signed in ink with an actual signature by the authorized representative of the organization.

Prescription is defined as the written instructions, to the Grants Officer, for the application of terms and conditions.

Research misconduct is defined in 14 CFR 1275.101. NASA policies and procedures regarding Research misconduct

are set out in 14 CFR part 1275, "Investigation of Research Misconduct."

Summary of research means a document summarizing the results of the entire project, which includes bibliographies, abstracts, and lists of other media in which the research was discussed. Terms and conditions replace the provisions cited in the former Grant Handbook. They may be modified as noted in each section.

Subpart B—Pre-Federal Award Requirements and Contents of Federal Awards

§ 1800.208 Certifications and representations.

The certifications and representations for NASA may be found at Appendix A of this part and https://prod.nais.nasa.gov/pub/pub_library/srba.

§ 1800.209 Pre-award costs.

NASA waives the approval requirement for pre-award costs of 90 days or less.

§ 1800.210 Information contained in a Federal award.

The terms and conditions for NASA may be found at Appendix B of this part and https://prod.nais.nasa.gov/pub/pub_library/srba.

Subpart C—Post Federal Award Requirements

STANDARDS FOR FINANCIAL AND PROGRAM MANAGEMENT

§ 1800.305 Payment.

Payments under awards with commercial firms will be made based on incurred costs. Standard Form 425 is not required. Commercial firms shall not submit invoices more frequently than quarterly. Payments to be made on a more frequent basis require the written approval of the Grant Officer.

§ 1800.306 Cost sharing or matching.

In some cases NASA research projects require cost sharing/match. Where cost sharing/match is required, recipients must secure and document matching funds, to receive the Federal award.

§ 1800.312

PROPERTY STANDARDS

§ 1800.312 Federally owned and exempt property.

Under the authority of the Childs Act, 31 U.S.C. 6301 to 6308, NASA has determined to vest title to property acquired with Federal funds in the recipient without further obligation to NASA, including reporting requirements.

§ 1800.315 Intangible property.

Due to the substantial involvement on the part of NASA under a cooperative agreement, intellectual property may be produced by Federal employees and NASA contractors tasked to perform NASA assigned activities. Title to intellectual property created under the cooperative agreement by NASA or its contractors will initially vest with the creating party or parties. Certain rights may be exchanged with the recipient.

REMEDIES FOR NONCOMPLIANCE

§ 1800.339 Termination.

NASA reserves the ability to terminate a Federal award in accordance with § 200.338 through § 200.342 and as set forth in 2 CFR 1800.921.

§ 1800.400 Policy guide.

Payment of fee or profit is consistent with an activity whose principal purpose is the acquisition of goods and services for the direct benefit or use of the United States Government, rather than an activity whose principal purpose is assistance. Therefore, the Grants Officer shall use a procurement contract, rather than assistance instrument, in all cases where fee or profit is to be paid to the recipient of the instrument or the instrument is to be used to carry out a program where fee or profit is necessary to achieving program objectives. Grants and Cooperative Agreements shall not provide for the payment of fee or profit to the recipient.

2 CFR Ch. XVIII (1–1–16 Edition)

APPENDIX A TO PART 1800—CERTIFICATIONS, ASSURANCES, AND REPRESENTATIONS

These Certifications, Assurances, and Representations apply to all awards and are required at time of application.

A.1 Certifications, Assurances, and Representations.

A.2 Certification of Compliance on Proposal Cover Page.

A.3 Assurance of Compliance with the National Aeronautics and Space Administration Regulations Pursuant to Non-discrimination in Federally Assisted Programs.

A.4 Certification Regarding Lobbying.

A.5 Certification Regarding Debarment, Suspension, and Other Matters of Responsibility.

A.6 Certifications to Implement Restrictions in Appropriations Acts.

A.1 CERTIFICATIONS, ASSURANCES, AND REPRESENTATIONS

Unless prohibited by statute or codified regulation, NASA will allow recipients to submit certain certifications and representations required by statute, executive order, or regulation on an annual basis, if the recipients have ongoing and continuing relationships with the agency. Annual certifications and representations shall be signed by responsible officials with the authority to ensure recipients' compliance with the pertinent requirements. Recipients determine how annual representations affect their responsibility to obtain required certifications from pass-through entities. All Certification required for an application can be found at https://prod.nais.nasa.gov/pub/pub_library/srba.

A.2 CERTIFICATION OF COMPLIANCE ON PROPOSAL COVER PAGE

By submitting the proposal identified in the Cover Sheet/Proposal Summary in response to this Research Announcement, the Authorizing Official of the proposing organization (or the individual Proposer if there is no proposing organization) as identified below—

(a) Certifies that the statements made in this proposal are true and complete to the best of his/her knowledge;

(b) Agrees to accept the obligation to comply with NASA award terms and conditions if an award is made as a result of this proposal; and

(c) Confirms compliance with all applicable terms and conditions, rules, and stipulations set forth in the Certifications, Assurances, and Representations contained in this NRA or CAN. Willful inclusion of false information in this proposal and/or its supporting documents, or in reports required under an

National Aeronautics and Space Administration

§ 1800.400

ensuing award, is a criminal offense (U.S. Code, Title 18, Section 1001).

A.3 ASSURANCE OF COMPLIANCE WITH THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION REGULATIONS PURSUANT TO NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

The Organization, corporation, firm, or other organization on whose behalf this assurance is made, hereinafter called "Applicant"

"HEREBY acknowledges and agrees that it must comply (and require any subawardees, contractors, successors, transferees, and assignees to comply) with applicable provisions of National laws and policies prohibiting discrimination, including but not limited to—

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits recipients of Federal financial assistance from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d *et seq.*), as implemented by NASA Title VI regulations, 14 CFR part 1250. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, the Applicant must take reasonable steps to ensure that LEP persons have meaningful access to its programs in accordance with NASA Title VI LEP Guidance to Grant (Award) Recipients (68 FR 70039). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Applicant is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

2. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 *et seq.*) as implemented by NASA Title IX regulations, 14 CFR part 1253. If the Applicant is an educational institution—

a. The Applicant is required to designate at least one employee to serve as its Title IX coordinator (14 CFR 1253.135(a)).

b. The Applicant is required to notify all of its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Title IX coordinators (14 CFR 1253.135(a)).

c. The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 CFR 1253.135(b)).

d. The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that The Applicant does not discriminate in the operation of its programs and activities (14 CFR 1253.140).

3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits The Applicant from discriminating on the basis of disability (29 U.S.C. 794) as implemented by NASA Section 504 regulations, 14 CFR part 1251.

a. The Applicant is required to designate at least one employee to serve as its Section 504 coordinator (14 CFR 1251.106(a)).

b. The Applicant is required to notify all its program beneficiaries of the name, office, address, and telephone number of the employee(s) designated to serve as the Section 504 coordinator (14 CFR 1251.106(a)).

c. The Applicant is required to publish internal grievance procedures to promptly and equitably resolve complaints alleging illegal discrimination in its programs or activities (14 CFR 1251.106(b)).

d. The Applicant is required to take specific steps to regularly and consistently notify program beneficiaries that the Applicant does not discriminate in the operation of its programs and activities (14 CFR 1251.107).

4. The Age Discrimination Act of 1975, as amended, which prohibits the Applicant from discriminating on the basis of age (42 U.S.C. 6101 *et seq.*) as implemented by NASA Age Discrimination Act regulations, 14 CFR part 1252.

The Applicant also acknowledges and agrees that it must cooperate with any compliance review or complaint investigation conducted by NASA and comply (and require any subawardees, contractors, successors, transferees, and assignees to comply) with applicable terms and conditions governing NASA access to records, accounts, documents, information, facilities, and staff. The Applicant must keep such records and submit to the responsible NASA official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible NASA official or his designee may determine to be necessary to ascertain whether the Applicant has complied or is complying with relevant obligations and must immediately take any measure determined necessary to effectuate this agreement. The Applicant must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

§ 1800.400

The United States shall have the right to seek judicial enforcement of these obligations. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign on behalf of the Applicant.”

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

[End of Assurance]

A.4 CERTIFICATION REGARDING LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

2 CFR Ch. XVIII (1–1–16 Edition)

[End of Certification]

A.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS OF RESPONSIBILITY

Pursuant to Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR parts 180 and 1880—

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals—

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[End of Certification]

A.6 CERTIFICATIONS TO IMPLEMENT RESTRICTIONS IN APPROPRIATIONS ACTS

The text of these certifications is found at https://prod.nais.nasa.gov/pub/pub_library/srba.

APPENDIX B TO PART 1800—TERMS AND CONDITIONS

1800.900 Terms and Conditions.

1800.901 Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

1800.902 Technical Publications and Reports.

1800.903 Extensions.

1800.904 Termination and Enforcement.

1800.905 Change in Principal Investigator or Scope.

National Aeronautics and Space Administration

§ 1800.400

- 1800.906 Financial Management.
- 1800.907 Equipment and Other Property.
- 1800.908 Patent Rights.
- 1800.909 Rights in Data.
- 1800.910 National Security.
- 1800.911 Nondiscrimination.
- 1800.912 Clean Air and Water.
- 1800.913 Investigative Requirements.
- 1800.914 Travel and Transportation.
- 1800.915 Safety.
- 1800.916 Buy American Encouragement.
- 1800.917 Investigation of Research Misconduct.
- 1800.918 Allocation of Risk/Liability.
- 1800.919 Cooperative Agreement.
- 1800.920 Multiple year Award
- 1800.921 Incremental Funding.
- 1800.922 Cost Sharing.
- 1800.923 New Technology.
- 1800.924 Designation of New Technology Representative and Patent Representative.
- 1800.925 Equipment and Other Property under Awards with Commercial Firms.
- 1800.926 Listing of Reportable Equipment and Other Property.
- 1800.927 Invoices and Payments under Awards with Commercial Firms.
- 1800.928 Electronic Funds Transfer Payment Methods.

1800.900 TERMS AND CONDITIONS

(a) Unless otherwise noted in the prescriptive language awards with Non-Federal entities shall incorporate by reference the terms and conditions set forth in sections §§1800.901 through 1800.918 of this appendix. Any of the terms and conditions in sections §§1800.919 through 1800.928 shall be referenced in full text. The program office may need to include information required for certain terms and conditions to allow for additional information, or permit minor modifications. For example, the Grant Officer may substitute appropriate sections of §1800.902, "Technical Publications and Reports," with reporting requirements specified by the program office.

(b) Additional special terms and conditions may be included to the extent they are required and are not inconsistent with the other terms and conditions in this Appendix B. A deviation in accordance with 2 CFR 1800.6 is required before a new term and condition inconsistent with the standard terms and conditions can be included in an award.

(c) Whenever the word "award" appears in this Appendix, it shall be deemed to include, both grants and cooperative agreements, as appropriate.

(d) Terms and conditions for research awards awarded to foreign organizations, when approved by Headquarters, will be provided in full text. Referenced handbooks, statutes, or other regulations, which the recipient may not have access to, must be

made available when requested by the foreign organization.

(e) Awards issued by NASA to commercial organizations where cost sharing is not required shall incorporate the terms and conditions set forth in this appendix.

(f) Terms and conditions do not supersede state laws.

1800.901 COMPLIANCE WITH OMB GUIDANCE ON UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Prescription—This term and condition implements 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards herein referred to as the "OMB Uniform Guidance." The Grant Officer shall use this term and condition in all awards with recipients that are other than commercial firms. The Grant Office shall use Alternate 1 for awards with commercial firms.

Compliance With OMB Guidance

This award is subject to the requirements set forth in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards as adopted by NASA in Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the OMB Uniform Guidance, except in circumstances where a waiver from OMB Uniform Guidance requirements has been obtained by NASA.

(End of Term and Condition)

Alternate 1

(a) With the exception of Subpart E and F, this award is subject to the requirements set forth in OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards at 2 CFR Chapter 1, and Chapter II Part 200 as adopted by NASA in Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the Guidance, except in circumstances where a waiver from the OMB Uniform Guidance requirements has been obtained by NASA.

(b) In lieu of Subparts E and F of 2 CFR part 200, the expenditure of Government funds by the recipient and the allowability of costs recognized as a resource contribution by the recipient shall be governed by the FAR cost principles implemented by FAR Parts 30, 31, and 48 CFR part 99. (If the recipient is a consortium which includes non-commercial firm members, cost allowability for those members will be determined by the

§ 1800.400

OMB Uniform Guidance at Subpart E and F of 2 CFR 200.)

(End of Term and Condition)

1800.902 TECHNICAL PUBLICATIONS AND REPORTS

Prescription—The Grant Officer shall include on a “substantially as” basis in all awards. The requirements set forth under this term and condition may be modified by the Grant Officer based on specific report needs for the award.

Technical Publications and Reports

(a) NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.

(1) All information disseminated as a result of the award shall contain a statement which acknowledges NASA’s support and identifies the award by number (*e.g.*, “the material is based upon work supported by NASA under award No(s) XXXXX (as shown on the award notice).)

(2) Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include the following disclaimer— “Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration.”

(3) As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator’s Institution. As an example— “Photograph or illustration, figure, etc. courtesy of NASA or NASA Center managing the mission or program and the Principal Investigator’s institution.”

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports—

(1) A Progress Report for all but the final year of the award. Each report is due 60 days before the anniversary date of the award and shall briefly describe what was accomplished during the reporting period. A term or condition specifying more frequent reporting may be required.

(2) A Summary of Research or Educational Activity Report is due within 90 days after the end date for the period of performance, regardless of whether or not support is continued under another award. This report shall be a comprehensive summary of significant accomplishments during the duration of the award.

2 CFR Ch. XVIII (1–1–16 Edition)

(c) Progress Reports, Summaries of Research, and Educational Activity Reports shall include the following on the first page:

(1) Title of the award.

(2) Type of report.

(3) Name of the principal investigator.

(4) Period covered by the report.

(5) Name and address of the recipient’s institution.

(6) Award number.

(d) Progress Reports, Summaries of Research, and Educational Activity Reports shall be distributed as follows:

(1) The original report, in both hard copy and electronic format, to the Technical Officer.

(2) One copy to the NASA Technical Officer and New Technology Officer with a notice to the Grant Officer, that a report was sent.

(End of Term and Condition)

1800.903 EXTENSIONS

Prescription—The Grant Officer shall include this term and condition in all awards except awards with commercial firms. If included, minor modifications to the term and condition, such as the time frame for cost extensions, is permissible.

Extensions

(a) It is NASA’s policy to provide maximum possible continuity in funding award-supported research and educational activities, therefore, awards may be extended for additional periods of time when necessary to complete work that was part of the original award. NASA generally only approves such extensions within funds already made available. Any extension that would require additional funding must be supported by a proposal submitted at least three months in advance of the end date of the period of performance.

(b) Recipients may extend the expiration date of an award if additional time beyond the established end date is required to assure adequate completion of the original scope of work within the funds already made available. For this purpose, the recipient may make a one-time no-cost extension, not to exceed 12 months, prior to the established expiration date. Written notification of such an extension, with the supporting reasons, must be received by the NASA Grant Officer at least ten days prior to the expiration of the award. A copy of the extension must also be forwarded to cognizant Office of Naval Research (ONR) office, if administration has been delegated to ONR. NASA reserves the right to disapprove the extension if the requirements set forth at §200.308(d) (2) are not met.

(c) Requests for approval for all other no-cost extensions must be submitted in writing to the NASA Grant Officer. A copy of this request must also be forwarded to cognizant

National Aeronautics and Space Administration

§ 1800.400

Office of Naval Research (ONR) office, if administration has been delegated to ONR.

(End of Term and Condition)

1800.904 TERMINATION AND ENFORCEMENT

Prescription—This term and condition implements §200.338 through §200.342. The Grant Officer shall include this term and condition in all awards.

Termination and Enforcement

Termination and enforcement conditions of this award are specified in §200.338 through §200.342.

(End of Term and Condition)

1800.905 CHANGE IN PRINCIPAL INVESTIGATOR OR SCOPE

Prescription—The Grant Officer shall include this term and condition in all awards.

Change in Principal Investigator or Scope

(a) The recipient shall obtain the approval of the NASA Grant Officer for a change of the Principal Investigator, or for a significant absence of the Principal Investigator from the project, defined as a three month absence from the program or a 25 percent reduction in time devoted to the project. Significantly reduced availability of the services of the Principal Investigator(s) named in the award instrument could be grounds for termination, unless alternative arrangements are made and approved in writing by the Grant Officer.

(b) Prior written approval is required from NASA if there is to be a significant change in the objective or scope of the project.

(End of Term and Condition)

1800.906 FINANCIAL MANAGEMENT

Prescription—This term and condition implements §200.302. The Grant Officer shall include this term and condition in all awards except when the recipient is a commercial firm.

Financial Management

(a) Advance payments will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the award, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the recipient. The recipient shall submit a Federal Financial Report (SF 425), and, when applicable, a Federal Financial Report Attachment (SF 425A) electronically to DHHS/PMS within 30 days following the end of each Federal fiscal quarter (*i.e.*, December 31, March 31, June 30, and September 30).

(b) In addition, the recipient shall submit a final SF 425 in electronic or paper form to NASA within 90 calendar days after the end date of the period of performance. The final SF 425 shall pertain only to the completed award and shall include total disbursements from inception through completion. The report shall be marked "Final." The final SF 425 shall be submitted to NASA per the Grants and Cooperative Agreement Manual (GCAM) Exhibit E, Required Publications and Reports. A copy of the GCAM is located at https://prod.nais.nasa.gov/pub/pub_library/srba.

(c) By signing any report delivered under the award, the authorizing official for the recipient certifies to the best of his or her knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. The authorizing official by signing the report also certifies he or she is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject him or her to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31 Section 3729–3733 and 3801–3812.)

(d) Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the award, may be carried over to the next funding period, and may be used to defray costs of any funding period of the award. This includes allowing the carryover of funds to the second and subsequent years of a multiple year award. Unexpended funds from one award may not be carried over to a new or different award. This term and condition also applies to subawardees/subcontractors performing substantive work under the award. NASA reserves the right to remove unexpended balances from awards when insufficient efforts have been made by the awardee to liquidate funding balances in a timely fashion.

(End of Term and Condition)

1800.907 EQUIPMENT AND OTHER PROPERTY

Prescription—The Grant Officer shall include this term and condition in all awards except when recipient is a commercial firm.

Equipment and Other Property

(a) NASA permits acquisition of special purpose and general purpose equipment specifically required for use exclusively for research activities.

(1) Acquisition of special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the recipient) and not included in the approved proposal budget, requires the

§ 1800.400

prior approval of the NASA Grant Officer. Requests to the Grant Officer for the acquisition of equipment shall be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment, and including a written certification that the equipment will be used exclusively for research, activities. (A change in the model number of a prior approved piece of equipment does not require resubmission for that item.) Research awards are exempt from the prior approval requirement.

(2) Special purpose and general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under an award for the purpose of research shall be titled to the recipient as “exempt” without further obligation to NASA, including reporting of the equipment, in accordance with § 200.312(c) and § 1800.312. Special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the recipient) acquired by the recipient under an award for non-research work shall be titled to the recipient in accordance with § 200.313.

(3) Special purpose or general purpose equipment acquired by the recipient with award funds, valued under \$5,000 (unless a lower threshold is established by the recipient) are classified as “supplies,” do not require the prior approval of the NASA Grant Officer, shall vest in the recipient and will be titled to the recipient in accordance with § 200.314.

(4) Award funds may be expended for the acquisition of land or interests therein or for the acquisition and construction of facilities only under a facilities award.

(b) As required the recipient shall submit an annual Inventory Report, to be received no later than October 15 of each year, which lists all reportable non-exempt equipment and/or Federally owned property in its custody as of September 30. Negative responses for annual Inventory Reports (when there is no reportable equipment) are not required. A Final Inventory Report of Federally Owned Property, including equipment where title was taken by the Government, will be submitted by the recipient no later than 60 days after the end date of the period of performance. Negative responses for Final Inventory Reports are required.

(1) All reports will include the information listed in paragraph (d)(1) of § 200.313, Equipment. No specific report form or format is required, provided that all necessary information is provided.

(2) The original of each report shall be submitted to the Deputy Chief Financial Officer (Finance). Copies shall be furnished to the Center Industrial Property Officer and to ONR.

2 CFR Ch. XVIII (1–1–16 Edition)

(End of Term and Condition)

1800.908 PATENT RIGHTS

Prescription—The Grant Officer shall include this term and condition in all awards, except awards with large businesses.

Patent Rights

As stated at § 200.315(c), this award is subject to the provisions of 37 CFR 401.3(a) which requires use of the standard clause set out at 37 CFR 401.14 “Patent Rights (Small Business Firms and Nonprofit Organizations)” and the following:

(a) Definitions.

The words “contract” or “Contractor” are used in 37 CFR 401.14. Those words shall be replaced by the words “award” or “recipient,” respectively.

The term “Federal Agency,” “agency,” or “funding Federal agency” is used 37 CFR 401.14, the term shall be replaced by the term “NASA.”

The term “award,” as used in this term and condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, subaward, or subcontract executed or entered into thereunder.

(b) The below items are added to the end of paragraph (c) of 37 CFR 401.14 are as follows:

“(5) The recipient may use whatever format is convenient to disclose subject invention required in subparagraph (c)(1). NASA prefers that the recipient use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software), to disclose subject inventions. Both the electronic and paper version of the NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <https://invention.nasa.gov>.

“(6) In addition to the above, the recipient shall provide the New Technology Representative, as designated under term and condition “Designation of New Technology Representative and Patent Representative” at 1800.924 of this award, the following:

(i) A yearly interim new technology summary report listing any subject inventions required to be disclosed during the preceding year (or a statement certifying there were none).

(ii) A final new technology summary report listing all subject inventions (or a statement certifying there were none) for the entire award period; which report shall be submitted within 90 days after the end date for the period of performance within the designated system noted within the award document.”

(c) The below item is added to the end of paragraph (f)(1) of 37 CFR 401.14 “Patent Rights” as follows:

National Aeronautics and Space Administration

§ 1800.400

“(iii) The recipient shall through employee agreements or other suitable recipient policy, require that its employees “will assign and do hereby assign” to the recipient all right, title and interest in any subject invention under this award.”

(d) The term “subcontract” in paragraph (g) of 37 CFR 401.14 shall include purchase orders.

(f) The following constitutes paragraph “(1)” of in 37 CFR 404.14—

“(1) Communications. A copy of all submissions or requests required 37 CFR 401.14, plus a copy of any reports, manuscripts, publications or similar material bearing on patent matters, shall be sent to the Center Patent Counsel and the NASA Grant Officer in addition to any other submission requirements in the award terms and conditions (*e.g.*, as specified in this term and condition and in term and condition 1800.924 “Designation of New Technology Representative and Patent Representative”). If any reports contain information describing a “subject invention” for which the recipient has elected or may elect to retain title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series until an application filing date has been established, provided that the recipient identify the information and the “subject invention” to which it relates at the time of submittal. If required by the Patent Representative or requested by the New Technology Representative, as designated under 1800.924 “Designation of New Technology Representative and Patent Representative,” the recipient shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any “subject invention” in any country in which the recipient has applied for patents. Additionally, the NASA shall have an irrevocable power to inspect and make copies of the patent application file, when a Federal Government employee is a co-inventor.”

(g) NASA Inventions. NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

(h) The recipient agrees, subject to (g)(1) below, that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.

(1) Publishing information concerning an invention before a patent application is filed

on a subject invention may create a bar to a valid patent. To avoid this bar, agencies may withhold information from the public that discloses any invention in which the Government owns or may own a right, title, or interest (including a nonexclusive license) (see 35 U.S.C. 205 and 37 CFR part 401). Agencies may only withhold information concerning inventions for a reasonable time in order for a patent application to be filed. Once filed in any patent office, agencies are not required to release copies of any document that is a part of a patent application for those subject inventions.

(2) In the event NASA contractors are tasked to perform work in support of specified activities under a cooperative agreement and inventions are made by contractor employees, the contractor will normally retain title to its employee inventions in accordance with 35 U.S.C. 202, 14 CFR part 1245, and/or Executive Order 12591. In the event the contractor decides not to pursue rights to title in any such invention and NASA obtains or retains title to such inventions, NASA will use reasonable efforts to report such inventions and, upon timely request, will use reasonable efforts to grant the recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

(End of Term and Condition)

1800.909 RIGHTS IN DATA

Prescription—The Grant Officer may revise the language under this term and condition to modify each party’s rights based on the particular circumstances of the program and/or the recipient’s need to protect specific proprietary information. Any modification to the standard language set forth under the term and condition requires the concurrence of the Center’s Patent Counsel and that the term and condition be printed in full text.

Rights in Data

(a) “Data,” as used in this term and condition, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof.

(b) As to data first produced by recipient in carrying out recipient’s responsibilities under this award in which the recipient asserts copyright, or data for which copyright ownership was acquired under the grant, the recipient grants to the Federal Government (Government), a royalty-free, nonexclusive and irrevocable license to use, reproduce,

§ 1800.400

distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner for Federal purposes and to have or permit others to do so for Federal purposes only.

(c) In order that the Government may exercise its license rights in data, the Government, upon request to the recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this award or acquired under this award, and authorize others to receive such data to use for Federal purposes.

(d) Cost Sharing and/or Matching Efforts. When the recipient cost shares with the Government on the effort, the following paragraph also applies—

“(1) In the event data first produced by the recipient in carrying out recipient’s responsibilities under this award is furnished to NASA, and recipient considers such data to embody trade secrets or to comprise commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government and its contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the Government for an agreed to period of time, and thereafter for Federal purposes as defined in § 1800.909(b).”

(e) For Cooperative Agreements, the following paragraph also applies—

“(1) As to data first produced by NASA in carrying out NASA’s responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from the recipient, such data will be marked with an appropriate legend and maintained in confidence for 5 years (unless a shorter period has been agreed to between the Government and recipient) after development of the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA’s written approval until the aforementioned restricted period expires.”

(End of Term and Condition)

1800.910 NATIONAL SECURITY

Prescription—This term and condition implements Executive Order 12829. The Grant Officer shall include in all awards.

2 CFR Ch. XVIII (1–1–16 Edition)

National Security

NASA awards normally do not involve classified information. However, if it is known in advance that an award involves classified information or if the work on the award is likely to develop classified information, individuals performing on the award who will have access to the information must obtain the appropriate security clearance in advance of performing on the award, in accordance with NASA Procedural Requirements (NPR) 1600.2, NASA Classified National Security Information (CNSI) w/ Change 2. When access to classified information is not originally anticipated in the performance of an award, but such information is subsequently sought or potentially developed by the award recipient, the NASA Grant Officer who issued the award shall be notified immediately, and prior to work under the award proceeding, to implement the appropriate clearance requirements.

(End of Term and Condition)

1800.911 NONDISCRIMINATION

Prescription—This term and condition implements Executive Order 11246. The Grant Officer shall include in all awards.

Nondiscrimination

(a) To the extent provided by law and any applicable agency regulations, this award and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education amendments of 1972 (Pub. L. 92-318, 20 U.S.C. 1681 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (Pub. L. 94-135), the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.

(b) Except for commercially available supplies, materials, equipment, or general support services, the recipient shall obtain an assurance of compliance as required by NASA regulations from each organization that applies or serves as a subrecipient, subawardee, contractor or subcontractor under this award.

(c) Work on NASA awards is subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1680 *et seq.*), section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), and the NASA implementing regulations (14 CFR parts 1250, 1251, 1252, and 1253).

National Aeronautics and Space Administration

§ 1800.400

(End of Term and Condition)

1800.912 CLEAN AIR AND WATER

Prescription—This term and condition implements the Clean Air Act at 42 U.S.C. 7401 *et seq.* The Grant Officer shall include this term and condition on all awards.

Clean Air and Water

The recipient agrees to the following:

(a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 *et seq.*) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*).

(b) Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.

(c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(d) Insert the substance of these terms and conditions into any nonexempt subaward or contract under the award.

(e) Report violations to NASA and to EPA.

(End of Term and Condition)

1800.913 INVESTIGATIVE REQUIREMENTS

Prescription—This term and condition implements Executive Order 12829. The Grant Officer shall include this term and condition in all awards. The term and condition must be augmented to conform to the requirements of OMB Guidance M-05-24 “Implementation of Homeland Security Presidential Directive (HSPD) 12—Policy for a Common Identification Standard for Federal Employees and Contractors” when a recipient will require routine access to a Federal-controlled facility and/or information system.

Investigative Requirements

(a) NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the recipient needs such access for performance of the work, the recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.

(b) All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

(End of Term and Condition)

1800.914 TRAVEL AND TRANSPORTATION

Prescription—This term and condition implements The Fly American Act, 49 U.S.C. 1517 and the Department of Transportation regulations on hazardous materials. The Grant Officer will include this term and condition in all awards.

Travel and Transportation

(a) The Fly American Act, 49 U.S.C. 1517, requires the recipient to use U.S. flag air carriers for international air transportation of personnel and property to the extent that service by those carriers is available.

(b) Department of Transportation regulations, 49 CFR 173, govern recipient shipment of hazardous materials and other items.

(End of Term and Condition)

1800.915 SAFETY

Prescription—This term and condition implements NPR 8715.3C or its successor requirements document. The Grant Officer will include this term and condition in all awards.

Safety

(a) The recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this award. The recipient shall comply with all applicable Federal, state, and local laws relating to safety. The recipient shall maintain a record of, and will notify the NASA Grant Officer immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property in performing this award. The recipient will immediately (within one workday) advise NASA of hazards that come to its attention as a result of the work performed.

(b) Where the work under this award involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the recipient. Compliance with this term and condition by sub-awardees/subcontractors shall be the responsibility of the recipient.

(End of Term and Condition)

1800.916 BUY AMERICAN ENCOURAGEMENT

Prescription—This term and condition implements section 319 of Public Law 106-391, the NASA Authorization Act. The Grant Officer will include this term and condition in all awards, except awards with foreign recipients.

Buy American Encouragement

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act as amended

§ 1800.400

recipients are encouraged to purchase only American-made equipment and products.

(End of Term and Condition)

1800.917 INVESTIGATION OF RESEARCH MISCONDUCT

Prescription—This term and condition implements § 200.336, The Grant Officer shall include this term and condition in all awards.

Investigation of Research Misconduct

Recipients of this award are subject to the requirements of 14 CFR 1275, “Investigation of Research Misconduct.”

(End of Term and Condition)

1800.918 ALLOCATION OF RISK/LIABILITY

Prescription—The Grant Officer shall include this term and condition in all awards.

Allocation of Risk/Liability

(a) With respect to activities undertaken under this award, the recipient agrees not to make any claim against NASA or the U.S. Government with respect to the injury or death of its employees or its subawardees/contractors and subaward/subcontractor employees, or to the loss of its property or that of its subawardees/contractors and subawardees/subcontractors, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

(b) In addition, as applicable, the recipient agrees to indemnify and hold the U.S. Government and its contractors and subcontractors harmless from any third party claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, arising as a result of its possession or use of any U.S. Government property. If State law prohibits the recipient from accepting indemnification, then the recipient shall ensure this term and condition applies to all subrecipients, subawardees, contractors or subcontractors under this award.

(End of Term and Condition)

1800.919 COOPERATIVE AGREEMENT

Prescription—The Grant Officer shall include this term and condition in all cooperative agreement awards.

Cooperative Agreement

(a) This award is a cooperative agreement and it is anticipated there will be substantial NASA involvement during performance of the effort. NASA and the recipient mutually agree to the following statement of anticipated cooperative interactions which may occur during the performance of this effort—

2 CFR Ch. XVIII (1–1–16 Edition)

(Reference the approved proposal that contains a detailed description of the work and insert a concise statement of the exact nature of the cooperative interactions NASA and the recipient will provide.)

(b) The terms “award” and “recipient” mean “cooperative agreement” and “recipient of cooperative agreement,” respectively, wherever the language appears in terms and conditions included in this agreement.

(c) NASA’s ability to participate and perform its collaborative effort under this cooperative agreement is subject to the availability of appropriated funds and nothing in this cooperative agreement commits the United States Congress to appropriate funds therefore.

(End of Term and Condition)

1800.920 MULTIPLE YEAR AWARD

Prescription—The Grant Officer shall include this term and condition in multi-year awards. This term and condition does not have to be included in awards with commercial firms. If included, minor modifications to the term and condition, such as the time frame for cost extensions, are permissible.

Multiple Year Award

This is a multiple-year award contingent on the availability of funds, scientific progress of the project, and continued relevance to NASA programs. NASA anticipates continuing support at approximately the following levels—

Second year \$ ____, Anticipated funding date ____.

Third year \$ ____, Anticipated funding date ____.

(Periods may be added or omitted, as applicable)

End of Term and Condition)

1800.921 INCREMENTAL FUNDING

Prescription—The Grant Officer shall include this term and condition when incremental funding is used, changes as needed are permissible.

Incremental Funding

(a) Only \$XXX of the amount indicated on the face of this award is available for payment and allotted to this award. NASA contemplates making additional allotments of funds during performance of this effort. It is anticipated that these funds will be obligated as appropriated funds become available without any action required by the recipient. The recipient will be given written notification by the NASA Grant Officer.

(b) The recipient agrees to perform work up to the point at which the total amount paid or payable by the Government approximates but does not exceed the total amount actually allotted to this award. NASA is not

National Aeronautics and Space Administration

§ 1800.400

obligated to reimburse the recipient for the expenditure of amounts in excess of the total funds allotted by NASA to this grant or co-operative agreement. The recipient is not authorized to continue performance beyond the amount allotted to this award.

Special Note—Balance is contingent on availability of funds. The remaining balance to fully fund this year is \$XXX.

(End of Term and Condition)

1800.922 COST SHARING

Prescription—The Grant Officer shall include this term and condition when an award involves cost sharing, changes as need are permissible.

Cost Sharing

(a) NASA and the recipient will share in providing the resources necessary to perform the award. NASA funding and non-cash contributions (personnel, equipment, facilities, etc.) and the dollar value of the recipient's cash and/or non-cash contribution will be on a _____ percent recipient basis.

(b) The funding and non-cash contributions by both parties are represented by the following dollar amounts—

Government Share _____

Recipient Share _____

Total Amount _____

(c) Criteria and procedures for allowable and allocable costs of cash and non-cash contributions shall be governed by §200.306, Cost Sharing or Matching. The applicable Federal cost principles are cited in 2 CFR 200 Subpart E.

(d) The Recipient's share shall not be charged to the Government under this award or under any other contract or award.

(End of Term and Condition)

1800.923 NEW TECHNOLOGY

Prescription— The Grant Officer shall include this term and condition in all grants with commercial firms other than those with small businesses. This term and condition is used in lieu of the term and condition at 2 CFR 1800.908, Patent Rights.

New Technology

(a) Definitions.

Administrator, as used in this term and condition, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

The term "award," as used in this term and condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes

any assignment, substitution of parties, subaward, or subcontract executed or entered into thereunder.

Made, as used in this term and condition, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of performance.

Nonprofit organization, as used in this term and condition, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application, as used in this term and condition, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Reportable item, as used in this term and condition, means any invention, discovery, improvement, or innovation of the awardee, whether or not patentable or otherwise protectable under Title 35 of the United States Code, made in the performance of any work under any NASA award or in the performance of any work that is reimbursable under any term and condition in any NASA award providing for reimbursement of costs incurred before the effective date of the award. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectable under Title 17 of the United States Code.

Small business firm, as used in this term and condition, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations (see 13 CFR 121.401 *et seq.*) of the Administrator of the Small Business Administration.

Subject invention, as used in this term and condition, means any reportable item which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the National Aeronautics and Space Act of 1958 (51 U.S.C. 20135) (hereinafter called “the Act”), and that presumption shall be conclusive unless at the time of reporting the reportable item the recipient submits to the Grant Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the recipient may nevertheless file the statement described in paragraph (b)(1)(i) of this term and condition. The Administrator will review the information furnished by the recipient in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the recipient whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) of this term and condition is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this term and condition.

(3) Waiver of rights.

(i) Section 20135(g) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

(ii) As provided in 14 CFR part 1245, subpart 1, recipients may petition, either prior to execution of the award or within 30 days after execution of the award, for advance waiver of rights to any or all of the inventions that may be made under an award. If such a petition is not submitted, or if after submission it is denied, the recipient (or an employee inventor of the recipient) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with paragraph (e)(2) of this term and

condition, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR part 1245, subpart 1, the Government reserves—

(i) An irrevocable, nonexclusive, non-transferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and

(ii) Such other rights as stated in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Recipient.

(1) The recipient is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the recipient fails to disclose the subject invention within the times specified in paragraph (e)(2) of this term and condition. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the award was issued. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the recipient's business to which the invention pertains.

(2) The recipient's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the recipient will be provided a written notice of the Administrator's intention to revoke or modify the license, and the recipient will be allowed 30 days (or such other

National Aeronautics and Space Administration

§ 1800.400

time as may be authorized by the Administrator for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The recipient shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to recipient personnel responsible for the administration of this New Technology term and condition within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this award. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the recipient shall furnish the Grant Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The recipient will disclose each reportable item to the New Technology Representative, with notice to the Grant Officer, within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of this New Technology term and condition or, if earlier, within six months after the recipient becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the recipient. The disclosure to the agency shall be in the form of a written report and shall identify the award under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the recipient will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the recipient for such invention.

(3) The recipient shall furnish the New Technology Representative, with notice to the Grants Officer, the following:

(i) Interim new technology summary reports every 12 months from the date of the award, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this term and condition have been followed.

(ii) A final new technology summary report within 90 days after the end of the period of performance, listing all reportable items or certifying that there were no such reportable items, and listing all research subawardees/subcontractors at any tier containing a patent rights clause or certifying that there were no such subcontractors.

(4) The recipient agrees, upon written request of the Patent Representative, to furnish additional technical and other information available to the recipient as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(5) The recipient agrees, subject to 5(a) below, the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.

(a) Publishing information concerning an invention before a patent application is filed on a subject invention may create a bar to a valid patent. To avoid this bar, agencies may withhold information from the public that discloses any invention in which the Government owns or may own a right, title, or interest (including a nonexclusive license) (see 35 U.S.C. 205 and 37 CFR part 401). Agencies may only withhold information concerning inventions for a reasonable time in order for a patent application to be filed. Once filed in any patent office, agencies are not required to release copies of any document that is a part of a patent application for those subject inventions.

(f) Examination of records relating to inventions.

(1) The Grant Officer or any authorized representative shall, until 3 years after final payment under this award, have the right to examine any books (including laboratory notebooks), records, and documents of the recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this award to determine whether—

(i) Any such inventions are subject inventions;

(ii) The recipient has established and maintained the procedures required by paragraph (e)(1) of this term and condition; and

(iii) The recipient and its inventors have complied with the procedures.

(2) If the New Technology Representative or Patent Representative learns of an unreported recipient invention, the recipient may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(h) Subawards/Subcontracts.

(1) Unless otherwise authorized or directed by the Grant Officer, the recipient shall—

(i) Include the clause at NASA FAR Supplement (NFS) 1852.227–70, New Technology, (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the FAR clause 52.227–11, as modified by the NASA FAR Supplement (NFS) 1852.227–11, “Patent Right-Retention by the Contractor (Short Form)” (suitably modified to identify the parties) in any subaward/subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subrecipient to accept such a clause the recipient—

(i) Shall promptly submit a written notice to the Grant Officer setting forth the subrecipient’s reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subaward/subcontract without the written authorization of the Grant Officer.

(3) The recipient shall promptly notify the Grant Officer in writing upon the award of any subaward/subcontract at any tier containing a patent rights clause by identifying the subrecipient, the applicable patent rights term and condition/clause, the work to be performed under the subrecipient and the dates of award and estimated completion. Upon request of the Grant Officer, the recipient shall furnish a copy of such subaward/subcontract, and, no more frequently than annually, a listing of the subawards/subcontracts that have been awarded.

(4) The subrecipient will retain all rights provided for the recipient in paragraph (h)(1)(i) or (ii) of this term and condition, whichever is included in the subaward/subcontracts, and the recipient will not, as part of the consideration for awarding the

subaward/subcontract, obtain rights in the subrecipients’s subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no recipient that receives title to any subject invention and no assignee of any such recipient shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the recipient or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of Term and Condition)

1800.924 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE

Prescription—The Grant Officer shall include this term and condition all awards containing the term and condition “Patent Rights” at 1800.908 or the term and condition “New Technology” at 1800.923.

Designation of New Technology Representative and Patent Representative

(a) For purposes of administration of the term and condition entitled “New Technology,” or “Patent Rights” whichever is included, the following named representatives are hereby designated by the Grant Officer to administer such term and condition—

- New Technology Representative
- Patent Representative

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative, with notification to the Grant Officer, unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subaward/subcontract hereunder requiring a “New Technology” term and condition or “Patent Rights—Retention by the Contractor (Short Form)” term and condition unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above named representatives are set forth in the Grants and Cooperative Agreement Manual.

National Aeronautics and Space Administration

§ 1800.400

(End of Term and Condition)

1800.925 EQUIPMENT AND OTHER PROPERTY UNDER AWARDS WITH COMMERCIAL FIRMS

Prescription—The Grant Officer shall include this term and condition in awards with commercial firms that have property.

Equipment and Other Property Under Awards With Commercial Firms

(a) This award permits acquisition of special purpose equipment required for the conduct of research. Acquisition of special purpose equipment costing in excess of \$5,000 and not included in the approved proposal budget requires the prior approval of the Grant Officer unless the item is merely a different model of an item shown in the approved proposal budget.

(b) Recipients may not purchase, as a direct cost to the award, items of general purpose equipment, examples of which include but are not limited to office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment. If the recipient requests an exception, the recipient shall submit a written request for Grant Officer approval, prior to purchase by the recipient, stating why the recipient cannot charge the general purpose equipment to indirect costs.

(c) Under no circumstances shall award funds be used to acquire land or any interest therein, to acquire or construct facilities (as defined in 48 CFR (FAR) 45.301), or to procure passenger carrying vehicles.

(d) The Government shall have title to equipment and other personal property acquired with Government funds. Such property shall be disposed of pursuant to 48 CFR (FAR) 45.603.

(e) Title to Government furnished equipment (including equipment, title to which has been transferred to the Government prior to completion of the work) will remain with the Government.

(f) The recipient shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in 48 CFR (FAR) 45.5 and 48 CFR (NFS) 1845.5.

(g) Recipients shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form, the provisions of 48 CFR (NFS) 1845.71 and any supplemental instructions that may be issued by NASA for the current reporting period. The original NF 1018 shall be submitted to the Center Deputy Chief Financial Officer (Finance) with three copies sent concurrently to the Center Industrial Property Officer. The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in

time to be received by October 15. Negative reports (*i.e.* no reportable property) are required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. A final report is required within 30 days after the end of the period of performance.

(h) The requirements set forth in this term and condition supersedes award term and condition 1800.907, Equipment and Other Property.

(End of Term and Condition)

1800.926 LISTING OF REPORTABLE EQUIPMENT AND OTHER PROPERTY.

Prescription—The Grant Officer shall include this term and condition in awards with property.

Listing of Reportable Equipment and Other Property

(a) Title to Federally-owned property provided to the recipient remains vested in the Federal Government, and shall be managed in accordance with §200.312. The following items of Federally-owned property are being provided to the recipient for use in performance of the work under this award—

List property or state “not applicable.

(b) The following specific items of equipment acquired by the recipient have been identified by NASA for transfer of title to the Government when no longer required for performance under this award. This equipment will be managed in accordance with 200.313, and shall be transferred to NASA or NASA’s designee in accordance with the procedures set forth at 200.313(e)—

(List property or state “not applicable.”)

(End of Term and Condition)

1800.927 INVOICES AND PAYMENTS UNDER AWARDS WITH COMMERCIAL FIRMS

Prescription—The Grant Officer shall include this term and condition in all awards with commercial firms.

Invoices and Payments Under Awards With Commercial Firms

(a) Invoices for payment of actual incurred costs shall be submitted by the recipient no more frequently than on a XX basis.

(b) Invoices shall be submitted by the recipient to the following offices:

(1) The original invoice shall be sent directly to the payment office designated on the award cover page.

(2) Copies of the invoice shall be sent to the NASA Technical Officer and NASA Grant Officer.

Pt. 1880

2 CFR Ch. XVIII (1–1–16 Edition)

(c) All invoices shall reference the award number.

(d) The final invoice shall be marked “Final” and shall be submitted within 90 days of the end date of the period of performance.

(e) The requirements set forth in this term and condition shall govern to the extent these requirements are inconsistent with the requirements in term and condition “Financial Management” at 1800.906.

(End of Term and Condition)

**1800.928 ELECTRONIC FUNDS TRANSFER
PAYMENT METHODS**

Prescription—The Grant Officer shall include this term and condition in all awards with commercial firms.

Electronic Funds Transfer Payment Methods

(a) Payments under this award will be made by the Government by electronic funds transfer through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice is submitted, the recipient shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Grant Officer or other Government official, as directed.

(b) For payment through FEDLINE, the recipient shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communication System.

(3) Payee’s account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(c) For payment through ACH, the recipient shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account (“C” for checking, “S” for savings).

(4) If the recipient is a new enrollee to the ACH system, a “Payment Information Form,” SF 3881, must be completed before payment can be processed.

(d) In the event the recipient, during the performance of this award, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(e) The documents furnishing the information required in this term and condition must be dated and contain the signature, title, and telephone number of the recipient official authorized to provide it, as well as the recipient’s name and award number.

(f) Failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(g) The requirements set forth in this term and condition shall govern to the extent these requirements are inconsistent with the requirements in term and condition “Financial Management”.

(End of Term and Condition)

PARTS 1801–1879 [RESERVED]

**PART 1880—NONPROCUREMENT
DEBARMENT AND SUSPENSION**

Sec.

1880.10 What does this part do?

1880.20 Does this part apply to me?

1880.30 What policies and procedures must I follow?

Subpart A—General

1880.137 Who in NASA may grant an exception to let an excluded person participate in a covered transaction?

Subpart B—Covered Transactions

1880.220 What contracts and subcontracts, in addition to those listed in 2 CFR 180.220, are covered transactions?

**Subpart C—Responsibilities of Participants
Regarding Transactions**

1880.332 What methods must I use to pass requirements down to participants at lower tiers with whom I intend to do business?